ings under the New York Workmen's Compensation Act, his widow and children received an award which was approved by the New York Court of Appeals. The case was taken by writ of error to the United States Supreme Court. *Held,* that the state compensation act, as applied to matters within admiralty jurisdiction, was in conflict with the grant of exclusive admiralty jurisdiction to the federal courts by the constitution, and was to that extent invalid, and the award must be set aside. *Southern Pacific Co. v. Jensen* (1917) 37 Sup. Ct. 524. See COMMENTS, p. 255.

CONSTITUTIONAL LAW—DUE PROCESS OF LAW—JURISDICTION OVER NON-RESIDENT.—In a suit in Minnesota by an insurance society to cancel the policy issued by it on the life of the original defendant who was duly served with process but died before trial, a statutory substitution was made of the beneficiaries as parties defendant. One of these, a resident of California not served in Minnesota, contested the jurisdiction of the Minnesota court. *Held,* that jurisdiction was not obtained and that a judgment against the beneficiary would be a denial of due process. *National Council of Knights and Ladies of Security v. Scheiber* (1917, Minn.) 163 N. W. 781. See COMMENTS, p. 252.

CONSTITUTIONAL LAW—IMPAIRMENT OF THE OBLIGATION OF CONTRACTS—JUDICIAL DECISION.—Several interurban street car companies were merged, their tracks conneeted and the entire set of properties then operated by the consolidated company as one line of railway. The company later went into the hands of receivers and the bonds of each of the constituent lines went to default. Suits were brought by the trustees to foreclose separately each of the underlying mortgages. On a petition by the receivers setting forth that great injury would be done to all creditors if several foreclosure proceedings were permitted, since the property mortgaged was clearly more valuable as a unit than as a number of stub lines, the trial court ordered a sale of the entire assets discharged of all prior liens. The trustees appealed contending that the mortgage contracts with the original companies had been impaired. *Held,* that the order below, even though judicial action, did amount to an impairment under Article I, Section 10, of the Federal Constitution, and should be modified. *Phila. Trust Co. v. Northumberland County Trac. Co.* (1917 Pa.) 101 Atl. 907.

Although certain language in early United States Supreme Court opinions and some decisions may be found in accord with the doctrine laid down in this case, the tendency at the present time is certainly toward the contrary interpretation, namely, that legislative action is necessary to accomplish an unconstitutional impairment of contract. *Hanford v. Davies* (1896) 163 U. S. 273, 278, 16 Sup. Ct. 1051, 1053; *Centl. Land Co. of W. Va. v. Laidley* (1895) 159 U. S. 103, 109, 16 Sup. Ct. 80, 82; cf. *Chicago v. Sheldon* (1869 U. S.) 9 Wall. 50, 56, *Ohio Life Ins. Co. v. Debolt* (1853 U. S.) 16 How. 416, 432. Such would appear to be the clear meaning of the words used in the impairment clause itself. Such also is the accepted view where retroactive criminal law is concerned. *Ross v. Oregon* (1912) 227 U. S. 150, 161, 33 Sup. Ct. 220, 222. The state courts, however, are at variance. *Swanson v. Ottumwa* (1906) 131 Ia. 540, 549-550; 106 N. W. 9, 12-13; *King v. Phoenix Ins. Co. of Bklyn.* (1906) 195 Mo. 290, 307, 92 S. W. 892, 896-897. Cf. *Ruf v. Mueller* (1911) 49 Ind. App. 7, 12, 96 N. E. 612, 614. From the principal case it may be gathered that Pennsylvania is holding to the interpretation which the United States courts have now abandoned. But there seems to have been no necessity of invoking either state or federal constitutional provisions in support of the decision, since, without these grounds,